

2131

PATENT  
Docket No. 136922001500  
M103

#5



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the application of:

EYAL SHAVIT

Serial No.: 09/993,600

Filing Date: NOVEMBER 27, 2001

For: DYANMIC COPY PROTECTION OF  
OPTICAL MEDIA

Examiner: Not Yet Assigned

Group Art Unit: Not Yet Assigned

**REVOCATION OF PRIOR POWER OF ATTORNEY AND  
POWER OF ATTORNEY AND PROSECUTION BY ASSIGNEE  
UNDER 37 C.F.R. § 3.71**

Commissioner for Patents  
P. O. Box 1450  
Alexandria, VA 22313-1450

**RECEIVED**

MAY 29 2003

Technology Center 2100

Dear Sir:

Macrovision Europe LTD, the assignee of the entire right, title and interest in this patent application, hereby revoke all Powers of Attorney previously granted relating to this application and appoint as its attorneys or agents, with full power of substitution, association, and revocation, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected herewith:

Frank Nguyen (Reg. No. 39,790) and George Almeida of Macrovision Corporation,  
2830 De La Cruz Boulevard, Santa Clara, California 95050, telephone (408) 562-8424

said appointment to be to the exclusion of the inventors and their attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

Please direct all communications relative to this application to:

Frank Nguyen  
Macrovision Corporation  
2830 De La Cruz Blvd  
Santa Clara, Ca 95050

Customer Number: 31665

Please direct all telephone communications to Frank Nguyen . at (408) 562-8496.

MACROVISION EUROPE LTD

Dated: 5/12, 2003

William Krepick  
Name: William Krepick  
Title: Director  
Address: 2830 De La Cruz Boulevard  
Santa Clara, California 95050



**CERTIFICATE UNDER 37 CFR 3.73b**

Applicant: SHAVIT, EAL

Application No.: 09/993,600 Filed: NOVEMBER 27, 2001

Entitled: DYNAMIC COPY PROTECTION OF OPTICAL MEDIA

MACROVISION CORPORATION A DELAWARE CORPORATION

(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

certifies that it is:

1. the assignee of the entire right, title, and interest; or
  2. an assignee of an undivided part interest
- in the patent application identified above by virtue of either:

A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: EYAL SHAVIT, PHILIPPE SELVE AND RAN ALCALAY

To: MIDBAR TECH LTD

for which a copy thereof is attached.

2. From: MIDBAR TECH LTD

To: MACROVISION EUROPE LTD

for which a copy thereof is attached.

**RECEIVED**

MAY 29 2003

Technology Center 2100

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

Date 5/12/03 Signature W A Krepick

Title

Typed or printed name: WILLIAM A KREPICK,

Director Macrovision Europe LTD

PTO/SB/96 (12-97)

Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

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SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

CERTIFICATE UNDER 37 CFR 3.73(b)

**AUTHENTICATION OF SIGNATURE  
OF PERSON SIGNING ON BEHALF OF A  
CORPORATE BODY OR ANOTHER PERSON**

**מס. 2866**

I, the undersigned,

**PETER GAD NASCHITZ**

Notary at Tel-Aviv, 5 Tuval St., hereby  
certify that on 3<sup>rd</sup> December, 2002, there  
appeared before me at my office:

(1) **Roy Machnes**, whose identity was  
proven to me by Driving Licence No.  
0979312, issued by State of Israel -  
Ministry of Transport (Valid until  
21/08/2006);

(2) **Ran Alcalay**, whose identity was  
proven to me by Identity Card No.  
02405502-2, issued by The Ministry of  
the Interior at Tel-Aviv, on 27/11/2002;  
and signed of their own free will the  
attached document marked "A" in the  
name of **Midbar Tech (1998) Ltd.**,  
Company No. 51-258167-9.

I certify that, with a view to establishing  
the right of the abovenamed to sign in the  
name of **Midbar Tech (1998) Ltd.**, there  
was produced to me the Minutes of the  
Meeting of the Board of Directors at  
which the resolution was made, dated  
November 25<sup>th</sup>, 2002.

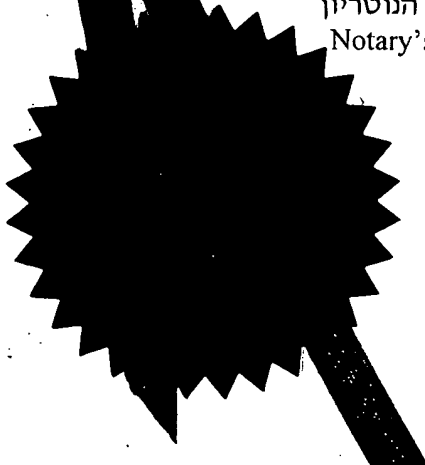
In witness whereof I hereby authenticate  
the signatures of the abovenamed  
signatories, by my own signature and  
seal.

This 3<sup>rd</sup> day of December, 2002.

(Fees Due - Not paid.

This certification is for a client  
of our office.)

חותם הנוטריון  
Notary's Seal



**אימות חתי  
של אדם בשם תאגיד  
או אדם אחר**

אני הח"מ,

**פטר גד נשיץ**

נוטריון בתל-אביב, מרח' תובל 5, מאשר כי  
ביום 3 בדצמבר, 2002, ניצבו לפני במשרדי:

(1) **רואי מכנס**, שזהותו הוכחה לי על פי רשיון  
נהיגה מס' 0979312, שניתן מאת מדינת  
ישראל - משרד התחבורה (בתוקף עד  
21/08/2006);

(2) **רן אלקלעי**, שזהותו הוכחה לי על פי תעודת  
זהות מס' 02405502-2, שניתנה מאת משרד  
הפנים בתל-אביב, ביום 27.11.2002;

וחתמו מרצונם החופשי על המסמך המצורף  
והמסומן באות "א" בשם **מדברטק (1998)**  
בע"מ, מס' חברה 51-258167-9.

אני מאשר, כי להוכחת רשותם של הנ"ל  
לחתום בשם מדברטק (1998) בע"מ הוצג בפני  
אישור זכויות חתימה מהחלטת ישיבת מועצת  
המנהלים של החברה, מיום 25 בנובמבר, 2002.

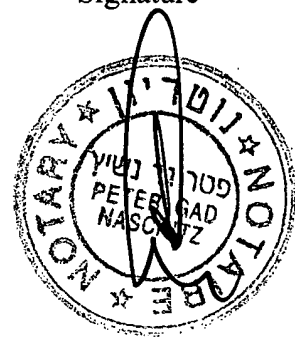
ולראיה הנני מאמת את חתימתם של  
החותמים הנ"ל, בחתימת ידי ובחותמי.

היום, 3 לחודש דצמבר, 2002.

(שכר - לא שולם.

אישור זה עבור לקוחות  
משרדנו.)

חתימה  
Signature





# ASSIGNMENT OF UNITED STATES PATENT

WHEREAS, MIDBAR TECH (1998) LTD., a corporation organized and existing under the laws of Israel, having its principal place of business at 34 Kibbutz Galuyot Street, Tel Aviv, Israel 66550 (hereinafter referred to as "ASSIGNOR") owns all right, title and interest in and to U.S. Patent Application US 09/993,600; Ref. 43815) for Dynamic Copy Protection of Optical Media filed on November 27, 2001 ("the Patent"), by virtue of an Assignment from Eyal Shavit, Ran Alcalay and Philipe Selve (the inventors);

WHEREAS, MACROVISION EUROPE LTD., a corporation organized and existing under the laws of the United Kingdom, having its principal place of business at Woodley House, Crockhamwell Road, Woodley, Reading, Berkshire, United Kingdom RG5 3JP (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire right, title and interest in, to and under the Patent, the inventions described therein and Future Patents (as hereinafter defined);

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR has sold, assigned, transferred and set over, and by these presents to hereby sell, assign, transfer and set over, unto the ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Patent, and to all future patents which may be granted therefor throughout the world, and all counterparts, divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part and extensions of the Patent (collectively "Future Patents"), together with all claims, causes of action and damages for past infringement, if any, of the Patent and Future Patents; and ASSIGNOR hereby authorizes and requests the United States Patent and Trademark Office and other patent offices throughout the world to issue all Future Patents resulting therefrom insofar as ASSIGNOR's interest is concerned to ASSIGNEE.

ASSIGNOR also hereby sells, assigns and transfers to ASSIGNEE and its successors, assigns and legal representatives all right, title and interest in, to and under the inventions described in the Patent and, if any, Future Patents throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for such inventions in ASSIGNEE's own name throughout the world, including all rights of priority, all rights to establish cautionary notices reserving ownership of such inventions, and all rights to register such inventions in appropriate registries; and ASSIGNOR further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such right, title, and interest in ASSIGNEE and its successors, assigns and legal representatives.

ASSIGNOR does hereby further agree that it will testify in any legal proceedings, sign all lawful papers, execute all counterparts, divisional, continuation, continuation-in-part, reissue, reexamination, and substitute applications, make all lawful oaths, and generally do everything possible to vest title in ASSIGNEE and to aid ASSIGNEE and its successors, assigns and legal representatives in obtaining and enforcing proper protection for the Patent and, if any, Future Patents in such countries as ASSIGNEE may elect.

IN TESTIMONY WHEREOF, MIDBAR TECH (1998) LTD. has set its hand and seal to this Assignment.

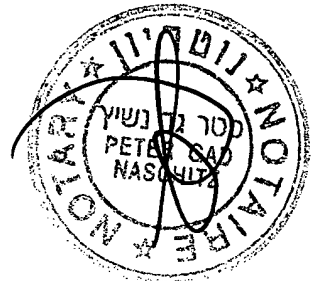
Dated: December 3, 2002

MIDBAR TECH (1998) LTD.

By: \_\_\_\_\_

(Name)

(Title)



[Assignment of U.S. Patent Application US 09/993,600  
Dynamic Copy Protection Optical Media]

## ASSIGNMENT

WHEREAS, the below named inventors, ASSIGNORS, have made a certain new and useful invention in:

**DYNAMIC COPY PROTECTION OF OPTICAL MEDIA**

for which a patent application specification is attached hereto and which is being executed concurrently herewith,

and WHEREAS, **MIDBAR TECH LTD.** an Israel company having a place of business at **34 Kibbutz Galuyot Street, Tel Aviv 66550, Israel**, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all the divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from the said United States application under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other International agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including, without limitation, patents, utility models, inventor's certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

ASSIGNORS authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to the issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNORS covenant and agree that they have full right to convey the entire interest herein assigned, and have not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNORS further covenant and agree that they will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

Full Name of first inventor: Eyal SHAVIT

Inventor's signature

Date

Residence: Tel Aviv, Israel

Citizenship: Israel

Post Office address: 8 Drezner Street, Tel Aviv 69497, Israel

Full name of second joint inventor: Philippe SELVE

Inventor's signature

Date

Residence: Moshav Heirut, Israel

Citizenship: Israel

Post Office address: Moshav Heirut 40691, Israel

Full name of third joint inventor: Ran ALCALAY

Inventor's signature

Date

Residence: Tel Aviv, Israel

Citizenship: Israel

Post Office address: 24 Nachum Street, Tel Aviv 63503, Israel